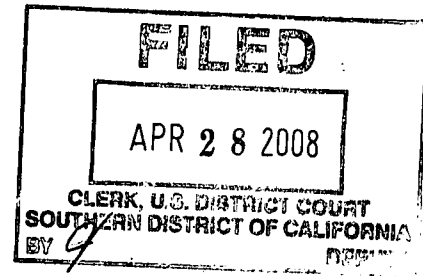


Robert L. Hyde, Esq. (SBN: 227183)  
bob@westcoastlitigation.com  
Joshua B. Swigart, Esq. (SBN: 225557)  
josh@westcoastlitigation.com  
**Hyde & Swigart**  
411 Camino Del Rio South, Suite 301  
San Diego, CA 92108-3551  
Telephone: (619) 233-7770  
Facsimile: (619) 297-1022



Douglas J. Campion, Esq. (SBN: 75381)  
**Law Offices of Douglas J. Campion**  
409 Camino Del Rio South, Suite 303  
San Diego, CA 92108  
Telephone: (619) 299-2091  
Facsimile: (619) 543-9307

Attorneys for Plaintiff  
Timur Geffe

'08 CV 0770 JLS BLM

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

**Timur Geffe, individually and on  
behalf of others similarly situated  
and the general public,**

**Plaintiff,**

**v.**

**Credit Investigation and  
Arbitration, a business entity,  
form unknown**

**Defendant.**

**Case No.:** \_\_\_\_\_

**Class Action**

**Complaint For Damages**

**Jury Trial Demanded**

## INTRODUCTION

1. Plaintiff TIMUR GEFTE ("GEFFE"), alleges as follows, all on information and belief, which allegations GEFTE believes will have evidentiary support after the opportunity for full investigation and discovery. GEFTE brings all causes of action against Defendant CREDIT INVESTIGATION AND ARBITRATION ("CIA") individually and/or on behalf of a class of similarly situated persons.
2. Additionally, GEFTE brings the third cause of action against Defendant CIA individually and/or on behalf of the general public.
3. GEFTE is one of thousands of Americans who, during the past five years, have placed their trust and money in the hands of CIA. This allegation is made based on assertions made by Defendant CIA on its Internet web site at "<http://www.cia-credit.org/>," and other sources.
4. Defendant CIA engages in a wide variety of illegal business practices.
5. While Defendant CIA engages in a number of practices that are illegal, some of which are outlined in this Complaint as they apply to GEFTE, this Complaint focuses on Defendant's charging or receiving of money or other valuable consideration for the performance of a service that the Defendant agreed to perform for Plaintiffs, including GEFTE, which was not fully performed, in violation of the Credit Repair Organization Act, 15 U.S.C. § 1679(c)(b).
6. TIMUR GEFTE, ("Plaintiff"), by Plaintiff's attorneys, brings this action to challenge the actions of CREDIT INVESTIGATION AND ARBITRATION, ("Defendant"), with regard to Defendants to engaging in actions prohibited by the Credit Repair Organization Act, 15 U.S.C. § 1679 et. seq. ("CROA"), and this conduct caused Plaintiff damages.

HYDE & SWIGART  
San Diego, California

**JURISDICTION AND VENUE**

7. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1679h, and 28 U.S.C. § 1367 for any supplemental state law claims.

8. This action arises out of Defendant's violations of the Credit Repair Organization Act, 15 U.S.C. § 1679 et. seq. (CROA).

9. Because Defendant does business within the State of California, personal jurisdiction is established.

10. Venue is proper pursuant to 28 U.S.C. § 1391.

**PARTIES**

11. Plaintiff is a natural person who resides in the City of Murrieta, County of Riverside, State of California and is a "consumer" as that term is defined by 15 U.S.C. § 1679b(1).

12. Plaintiff is informed and believes, and thereon alleges, that Defendant is a company operating from the City of Santa Rosa, County of Sonoma, State of California.

**FACTUAL ALLEGATIONS**

13. At all times relevant, Plaintiff was an individual residing within the State of California.

14. Plaintiff is informed and believes, and thereon alleges, that at all times relevant Defendant conducted business in the State of California.

15. Plaintiff is a "consumer" as that term is defined pursuant to 15 U.S.C. § 1679b(1).

16. Plaintiff is informed by a representative of Defendant, and believes, and thereon alleges, that Defendant is a "credit repair organization" as defined pursuant to 15 U.S.C. § 1679b(3).

17. Defendant is a company that holds itself out as someone "dedicated to helping the general public to [sic] stop creditors and the credit bureaus from reporting inaccurate or untrue information on their credit reports."

**HYDE & SWIGART**  
San Diego, California

- 1 18. Defendant claims that its "Main objective is to help our clients get the credit  
2 rating they deserve."
- 3 19. Defendant attempts to distinguish it from "other credit repair services"  
4 because they "attack the negative credit using more effective angle."
- 5 20. Sometime before January 1, 2004, Plaintiff began to have what he felt were  
6 problems with numerous unwanted credit data on his consumer credit report.<sup>1</sup>
- 7 21. In an effort to have this unwanted credit data removed, Plaintiff telephoned  
8 Defendant, who claimed great success in removing unwanted credit data from  
9 the person's consumer credit reports and repairing their credit.
- 10 22. In this telephone conversation, Defendant's representative, Ernesto Rodriquez  
11 ("Rodriquez"), represented himself as a "CIA Agent."
- 12 23. In this telephone conversation, Rodriquez stated that his company had a  
13 "close relationship with the credit bureaus" and stated that he "guaranteed" he  
14 could eliminate the unwanted credit information, accurate or not, currently on  
15 Plaintiff's consumer credit report.
- 16 24. This statement was untrue and misleading and in violation of 15 U.S.C. §§  
17 1679c(a)(1) and 1679c(a)(3), and 1679c(a)(4).
- 18 25. In this telephone conversation, Rodriquez went on to state that the way his  
19 company eliminated the unwanted credit information was by mailing the three  
20 major credit-reporting agencies<sup>2</sup> a dispute every month for a year until the  
21 credit-reporting agencies got tired of it and took off the unwanted credit  
22 information, whether that information was accurate or not.
- 23 26. This statement was untrue and misleading and in violation of 15 U.S.C. §§  
24 1679c(a)(1) and 1679c(a)(3), and 1679c(a)(4).

25  
26  
27 <sup>1</sup> As that term is define pursuant to the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq.,  
(FCRA)

28 <sup>2</sup> Presumably, TransUnion, Experian and Equifax.

- 1 27. In this telephone conversation, Rodriquez stated that once Defendant began  
2 sending these letters to the major credit reporting-agencies, unwanted credit  
3 information would "come off automatically."
- 4 28. This statement was untrue and misleading and in violation of 15 U.S.C. §§  
5 1679c(a)(1) and 1679c(a)(3), and 1679c(a)(4).
- 6 29. In this telephone conversation, Rodriquez stated that his company normally  
7 charged \$1,500.00 for this "service," but that if Plaintiff would mail in  
8 \$1,200.00, Defendant would provide this "service" for the next year.
- 9 30. In this telephone conversation, Rodriquez stated that because Defendant had  
10 such a close relationship and "clout" with the three major credit-reporting  
11 agencies, these credit-reporting agencies would usually just delete any  
12 unwanted credit information and that 85% of this unwanted credit information  
13 would be deleted "immediately," thereby improving Plaintiff's credit.
- 14 31. This statement was untrue and misleading and in violation of 15 U.S.C. §§  
15 1679c(a)(1) and 1679c(a)(3), and 1679c(a)(4).
- 16 32. Plaintiff agreed and sent Defendant a cashier's check for the demanded  
17 \$1,200.00, which Defendant accepted, immediately.
- 18 33. By charging or receiving money or other valuable consideration for the  
19 performance of a service that the Defendant agreed to perform for Plaintiff  
20 but was not fully performed, Defendant violated the Credit Repair  
21 Organization Act, 15 U.S.C. § 1679(c)(b).
- 22 34. Plaintiff is informed and believes, and thereon alleges, that Defendant  
23 "opened" his account on or about December 18, 2004.
- 24 35. Plaintiff is informed and believes, and thereon alleges, that subsequently,  
25 Defendant made minimal efforts to follow through on the promises made by  
26 Rodriquez and Defendant, and failed to perform as agreed.
- 27  
28

- 1 36. Plaintiff is informed and believes, and thereon alleges, that whatever efforts  
2 made by Defendant were unsuccessful and took place during only a four-  
3 month period of time.
- 4 37. Subsequently, because Plaintiff believed he had been lied to and defrauded,  
5 Plaintiff requested a refund from Defendant, but this was refused.
- 6 38. Pursuant to 15 U.S.C. § 1679d, Defendant was under an obligation to provide  
7 Plaintiff with a certain written statement before any contract or agreement  
8 between the Plaintiff and Defendant was executed that provided "You have  
9 the right to cancel your contract with any credit repair organization for any  
10 reason within 3 business days from the date you signed it." Defendant failed  
11 to do so, in violation of the CROA. Because this contract was not in  
12 compliance with the CROA, this contract is void and any payments made by  
13 Plaintiff to Defendant must be returned.
- 14 39. Pursuant to 15 U.S.C. § 1679d, Defendant was under an obligation to provide  
15 Plaintiff with a certain written statement before any contract or agreement  
16 between the Plaintiff and Defendant was executed that provided "The Federal  
17 Trade Commission regulates credit bureaus and credit repair organizations.  
18 For more information contact: The Public Reference Branch, Federal Trade  
19 Commission Washington, D.C. 20580" Defendant failed to do so, in violation  
20 of the CROA.
- 21 40. Defendant provided services for Plaintiff without a written and dated contract  
22 as required pursuant to 15 U.S.C. § 1679e(a)(1), in violation of the CROA.  
23 Because this contract was not in compliance with the CROA, this contract is  
24 void and any payments made by Plaintiff to Defendant must be returned.
- 25 41. Pursuant to 15 U.S.C. § 1679f, Defendant was under an obligation to provide  
26 Plaintiff with a form, in duplicate, which stated, "You may cancel this  
27 contract, without any penalty or obligation, at any time before midnight of the  
28 3rd day which begins after the date the contract is signed by you." Defendant

1 failed to do so, in violation of the CROA. Because this contract was not in  
2 compliance with the CROA, this contract is void and any payments made by  
3 Plaintiff to Defendant must be returned.

#### 4 CLASS ALLEGATIONS

##### 5 *FIRST CLAIM FOR RELIEF*

##### 6 *VIOLATIONS OF THE CREDIT REPAIR ORGANIZATION ACT, 15 U.S.C. § 1679 ET. SEQ.*

7 42. GEFPE, on behalf of himself and members of the Class and the general  
8 public, re-alleges and incorporates herein each and every allegation set forth  
9 above as though fully set forth herein.

10 43. Plaintiff defines the Class as (i) all persons with addresses within the United  
11 States (ii) who Defendant charged, or from which Defendant received, money  
12 or other valuable consideration for the performance of a service that the  
13 Defendant agreed to perform for said persons but was not yet fully performed  
14 at that time as prohibited in 15 U.S.C. § 1679(c)(b). For purposes of this First  
15 Claim for Relief, the class period is five years prior to the filing of this  
16 Complaint.

17 44. The foregoing acts and omissions constitute numerous and multiple violations  
18 of the Credit Repair Organization Act, 15 U.S.C. § 1679 et. seq., including but  
19 not limited to each and every one of the above-cited provisions of the Credit  
20 Repair Organization Act, 15 U.S.C. § 1679 et. seq.

##### 21 *Numerosity of the Class*

22 45. Each of the proposed classes are so numerous that the individual joinder of all  
23 its members in one action is impracticable. The exact number and the  
24 identities of class members are unknown at this time and can only be  
25 ascertained through appropriate investigation and discovery. The class  
26 consists of thousands of persons, as defendant admits on its company web site  
27 at "<http://www.cia-credit.org/aboutcia.php/>".

##### 28 *Existence and Predominance of Common Questions of Law and Fact*



46. Common questions of law and fact arising out of the claims here at issue exist as to all members of the Class and predominate over any individual issues. These common legal and factual questions include, but are not limited to, the following:

47. Whether defendant violated this state's consumer protection statutes.

48. Whether the charging or receiving of money or other valuable consideration for the performance of a service that the Defendant agreed to perform for Plaintiffs but was not fully performed, violates the Credit Repair Organization Act, 15 U.S.C. § 1679(c)(b).

49. The amount of revenues and profits Defendant CIA received and/or the amount of monies or other obligations imposed on or lost by class members as a result of such wrongdoing.

50. Whether class members are entitled to payment of actual, incidental, consequential, exemplary, punitive, and/or statutory damages plus interest thereon, and if so, what is the nature of such relief.

#### *Typicality of Claims*

51. Plaintiff GEFPE's claims are typical of the claims of members of the Class. GEFPE was charged money or other valuable consideration for the performance of a service, and Defendant CIA received that money or other valuable consideration for the performance of a service prior to Defendant CIA performing any services. Plaintiff is informed and believes, and thereon alleges, that all members of all classes sustained the same treatment.

#### *Adequate Representation*

52. Plaintiff GEFPE will fairly and adequately protect the interests of the members of the Classes in that he has no irreconcilable conflicts with or interests materially antagonistic to those of the other class members.

53. Rincon has retained attorneys experienced in the prosecution of class actions, including consumer class actions.



*Superiority and Substantial Benefits of Class Litigation*

54. To the extent it is an element for establishing class certification for certain causes of action, a class action is superior to other available methods for the fair and efficient group-wide adjudication of this controversy and, as applicable, possesses substantial benefits. Individual joinder of all members of the classes are impracticable, and no other group method of adjudication of all claims asserted herein is more efficient and manageable while at the same time providing all the remedies available to ensure the full purpose of this state's consumer protection laws are effectuated.

55. Furthermore, as the damages suffered by each individual member of the classes may be relatively small and the relief sought discrete, the expense and burden of individual litigation in order to obtain such relief would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and the cost to the court system of adjudicating such litigation on an individual basis would be substantial. The class members, because of the amounts at stake, would have little interest in individually controlling the prosecution of separate actions; to counsel's knowledge there has not been any substantial litigation concerning this controversy commenced against the parties; and it is not anticipated that there will be any difficulties in the management of this litigation due to the focus of the wrongdoing on defendant's conduct and their knowledge of the true facts.

56. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual issues. The conduct of this action as a class action presents fewer management difficulties, conserves the resources of the parties and the court system, and protects the rights of each class member as compared to other methods for the group-wide adjudication of this controversy. Thus, both

1 the Class and the court system achieve substantial benefits by the prosecution  
2 of this action on a class-wide basis by avoiding the burden of multiple  
3 litigation involving identical claims, as well as by aiding legitimate business  
4 enterprises in curtailing illegitimate competition and ensuring a therapeutic  
5 effect on those companies such as Defendant CIA that indulge in illegal  
6 practices. As a result of each and every violation of the Credit Repair  
7 Organization Act, 15 U.S.C. § 1679 et. seq., Plaintiff is entitled to any actual  
8 damages pursuant to 15 U.S.C. § 1679h(a)(1); punitive damages pursuant to  
9 15 U.S.C. § 1679h(a)(2); and, reasonable attorney's fees and costs pursuant to  
10 15 U.S.C. § 1679h(a)(3), from each Defendant.

11 **PRAYER FOR RELIEF**

12 57. **WHEREFORE**, Plaintiff prays that judgment be entered against Defendant  
13 for:

14 **CREDIT REPAIR ORGANIZATION ACT, 15 U.S.C. § 1679 ET. SEQ.**

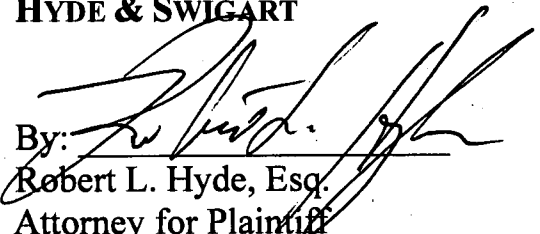
- 15 58. an award of actual damages pursuant to 15 U.S.C. § 1679h(a)(1);  
16 59. an award of punitive damages pursuant to 15 U.S.C. § 1679h(a)(2);  
17 60. an award of costs of litigation and reasonable attorney's fees, pursuant to 15  
18 U.S.C. § 1679h(a)(3).  
19 61. For such other and further relief as the Court deems just and proper under the  
20 circumstances.

**TRIAL BY JURY**

62. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

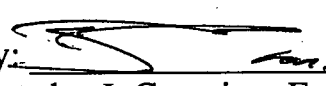
Dated: 4/17/08

Respectfully submitted,  
**HYDE & SWIGART**

By:   
Robert L. Hyde, Esq.  
Attorney for Plaintiff

Dated: 4-17-08

Respectfully submitted,  
**LAW OFFICES OF  
DOUGLAS J. CAMPION**

By:   
Douglas J. Campion, Esq.  
Attorney for Plaintiff

**HYDE & SWIGART**  
San Diego, California

(Rev. 07/89)

## CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

## I (a) PLAINTIFFS

Timur Geffe, individually and on behalf of others similarly situated and the general public.

## DEFENDANTS

Credit Investigation and Arbitration, a business entity, form unknown

## (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF

(EXCEPT IN U.S. PLAINTIFF CASES)

Riverside

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT  
(IN U.S. PLAINTIFF CASES ONLY)

Sonoma

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

## (c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Robert L. Hyde, Esq. 98N: 227183  
411 Camino Del Rio South, Ste. 301  
San Diego, CA 92108  
Tel: 619-233-7770

## ATTORNEYS (IF KNOWN)

Unknown

'08 CV 0770 JLS BLM

## II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   | PT                         | DEF                        |   | PT                         | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY).

Fair Debt Collection Practices Act, 15 U.S.C. §1679 et seq.

## V. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury-Medical Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 RR & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (13958) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reappointment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of Statute <input type="checkbox"/> 990 Other Statutory Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Tort to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prisoner Conditions		

## VI. ORIGIN (PLACE AN X IN ONE BOX ONLY)

- ☐ 1 Original Proceeding ☐ 2 Removal from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER f.r.c.p. 23

DEMAND \$ 76000

Check YES only if demanded in complaint:

JURY DEMAND: ☐ YES ☐ NO

## VIII. RELATED CASE(S) IF ANY (See Instructions):

JUDGE

Docket Number

DATE 04/24/2008

SIGNATURE OF ATTORNEY OF RECORD

150270 \$350-  
RB 04/29/08

ORIGINAL

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 150270 - MB**

**April 29, 2008  
10:27:28**

**Civ Fil Non-Pris**

USAO #.: 08CV0770 CIVIL FILING

Judge..: JANIS L. SAMMARTINO

Amount..:

**\$350.00 CK**

Check#.: BC2375

**Total-> \$350.00**

**FROM: TIMUR GEFFE VS  
CREDIT INVESTIGATION AND  
ARBITRATION**